

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Todd **KREISLER**,

Plaintiff,

v.

Kais **ABID**,

d/b/a PAPA JOHN'S;

PARKER EAST 24TH APARTMENTS LLC,

A New York Limited Liability Company;

305 EAST 24TH OWNERS CORP.,

A New York Corporation

Defendants.

NOTICE OF MOTION

12 civ. 4052 (PAE)

TO:

Adam Shore, Esq.

100 Park Avenue, Suite 1600

New York, New York 10017

Gary Ehrlich, Esq.

Cantor Epstein and Mazzola, LLP

49 West 37th Street, 7th Floor

New York, New York 10016

Served VIA Electronic Filing

SIRS:

PLEASE TAKE NOTICE that upon the attached Attorney Declaration of Barry N. Frank, Esq. and the attached Omnibus Motion, Defendant will move this Court, Hon. Paul A. Engelmayer, U.S.D.J. in Room_____United States Courthouse, 500 Pearl Street, New York, New York 1007-1312 on the (date to be set by the Court, although please note all parties will be before Judge Francis at 10 AM on February 13, 2013 for a Settlement Conference)_____day of February, 2013 at_____or as soon thereafter as counsel

can be heard, for an Order 1) Vacating the Judgment and Orders of December 2012 to the extent that the Court has imposed relief that impacts the instant Movant, Defendant Kais Abid; 2) In the alternative, an Order staying that portion of relief which result in the shutdown of Defendant Abid's business operation; 3) Reconsideration of that portion of relief granting a monetary award to Plaintiff; 4) Reconsideration of that portion of relief granting attorney fees to Adam Shore, Esq.; 5) Imposing sanctions and costs against both the plaintiff and against Adam Shore in his personal capacity; 6.) Dismissal of this action with prejudice; 7.) Reconsideration of the January 2013 Order; 8) Declarative Relief: determination of the relationship (if any) between Parker East 24th Apartments LLC (hereinafter, "Parker East") and non-party Parker 24 Commercial Associates (purportedly a New York limited partnership, hereinafter "Parker 24"); 9) In the event that the relationship between Parker East and Parker 24 is judicially determined to be of a nature which results in liability pursuant to the premises lease between Abid and Parker 24 (i.e. that Abid is deemed to be an indemnitor of Parker East); then in such instance your Movant seeks vacatur of the December Orders in their entirety; 10.) Any and all further relief deemed appropriate by the Court.

Dated: Fort Lee, New Jersey
January 24, 2013

Law Firm of Barry N. Frank & Associates PC
Attorneys for the Defendant, Kais Abid

BY: _____/s/ Barry N. Frank, Esq.
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